EXHIBIT B-2

EXHIBIT B-2

EXHIBIT B-2

EXHIBIT B-2

"Period of Restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair or requires the tearing down of any property.

The expiration date of this policy will not cut short the "period of restoration".

3. Unfinished Stock in Transit

When indicated in the Declarations page, we will pay for the loss of business income you sustain due to direct physical loss or damage by a Covered Cause of Loss to unfinished "stock" while in transit.

The most we will pay is the Limit of Insurance for Unfinished Stock in Transit shown on the Declarations.

4. Utility Services

- a. When indicated in the Declarations that this Coverage applies, we will pay for loss of Business Income or Extra Expense, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described below, if the property is located outside of a covered building described in the Declarations:
 - (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (a) pumping stations; and
 - (b) water mains.
 - (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) communication transmission lines, including optic fiber transmission lines;
- (b) coaxial cables; and
- (c) microwave radio relays except satellites.
- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) utility generating plants;
 - (b) switching stations;
 - (c) substations;
 - (d) transformers; and
 - (e) transmission lines.
- b. The Utility Services Limit of Insurance as shown in the Declarations is part of, not in addition to, the Limit of Insurance stated in the Declarations, as applicable to the Business Income.

H. DEFINITIONS

- 1. "Operations" means your business activities occurring at the described premises.
- 2. "Period of Restoration" means the period of time that:
 - begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. ends on earlier of:
 - the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) the date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that;

- regulates the construction, use or repair, or requires the tearing down of any property; or
- b. requires any Insured or others to test for monitor, clean up, remove, contain, treat detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 4. "Stock" means merchandise held in storage or for sale, raw material and in process or finished goods, including supplies used in their packing or shipping

Page 4 of 46

SB 88 01 (Ed. 01 88)



Administrative Offices 580 Walnut Street

SELECT BUSINESS POLICY FORMS AND ENDORSEMENTS EXTENSION SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

				Date Added* or	
	Form and	Edition	ST	Date Deleted	Form Description
1.	SB8696	11/97	NY		SELECT BUSINESS POLICY PLUS
2.	SB8601	11/97	NY		SELECT BUSINESS POLICY CONDITIONS
3.	SB8602	11/97	NY		BUILDING & PERSONAL PROP COV FORM
4.	SB8605	11/97	NY		BUSINESS INCOME & EXTRA EXPENSE COV
5 .	SB8627	05/89	NY		SEL BUS POLICY-SUPPLEMENTAL SCHEDULE
6.	SB8802	01/88	NY		GENERAL ENDORSEMENT

7.

8.

9.

10. 11.

12.

13.

14.

15.

16.

17.

18.

19.

20.

21.

22.

*If not at inception

GREATAMERICAN.

Administrative Offices 580 Walnut Street Cincinnati, Ohio 45202 Tel: 1-513-369-5000

SB 86 27 (Ed. 05 89)

SELECT BUSINESS POLICY SUPPLEMENTAL SCHEDULE OF PROPERTY

DESCRIBED PREMISES: At the locations specified below, insurance is provided only for those coverages for which a Limit of Insurance has been inserted.

		LIMITS OF INSURANCE							
ltem No.	Location	Building	Valu- ation RC or ACV		Valu- ation RC or ACV	Business Income			
1	640-660 64TH ST. 654-664 64TH ST. 666 64TH STREET BROOKLYN, NY	\$3,000,000	RC	\$500,000	RC	\$495,000			
2	6402-6410 7TH AVE BROOKLYN, NY	\$350,000	RC	\$90,000	RC	\$70,000			
3	7504 3RD AVE. BROOKLYN, NY	\$600,000	RC	NOT COVERED		NOT COVERED			
4	6402 7TH AVE. BROOKLYN, NY	NOT COVERED		\$300,000	RC	\$150,000			
	4								
	•								

All other terms and conditions of this policy remain unchanged.

COLL OF OUR GINAL Page 6 of 46

> CP 12 18 (Ed. 06 95)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDER'S RISK COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE

			Provisions Applicable			
Prem. No.	Bldg. No.	Description of Property	Loss Payable	Lender's Loss Payable	Contract of Sale	
4	1	AS INTEREST MAY APPEAR	X	•		

Loss Payee (Name and Address) GE CAPITAL FRANCHISE FINANCE CORP. THEIR SUCCESSORS &/OR ASSIGNS AMITA 17207 N. PERIMETER DR. SCOTTSDALE, AZ 85255-5402

When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

В. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. adjust losses with you; and
- 2. pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

C. LENDER'S LOSS PAYABLE

- 1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - warehouse receipts;
 - b. a contract for deed;
 - c. bills of lading;
 - d. financing statements; or
 - e. mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) pays any premium due under this Coverage Part at our request if you have failed to do so;
 - submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part.
 - the Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) the Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

COFT OF UNIGINAL

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

D. CONTRACT OF SALE

- 1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. adjust losses with you; and
 - **b.** pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

SB 88 02 (Ed. 01 88)



SELECT BUSINESS POLICY GENERAL ENDORSEMENT

ORDINANCE OR LAW

THE FOLLOWING COVERAGE EXTENSIONS ARE PROVIDED. THESE ARE EXTENSIONS OF COVERAGE, NOT ADDITIONAL LIMITS OF INSURANCE:

COVERAGE FOR LOSS TO THE UNDAMAGED PORTION OF THE BUILDING (COVERAGE A);

DEMOLITION DUE TO ORDINANCE OR LAW (COVERAGE B).

THE FOLLOWING COVERAGE IS PROVIDED FOR THE LIMIT INDICATED:

INCREASED COST OF CONSTRUCTION (COVERAGE C) - \$500,000.

REFER TO SELECT BUSINESS POLICY BUILDING AND PERSONAL PROPERTY COVERAGE FORM \$B8602, CONDITION 1.2. FOR TERMS AND CONDITIONS OF THESE COVERAGE EXTENSIONS.

Page 10 of 46

SB 88 02 (Ed. 01 88)



SELECT BUSINESS POLICY GENERAL ENDORSEMENT

EDP EQUIPMENT LIMITS

EDP EQUIPMENT LIMITS APPLICABLE TO SELECT BUSINESS POLICY DEC PAGE SB8696 ARE AS FOLLOWS:

LOCATION 1 - 640-660 64TH ST., BROOKLYN, NY - \$79,000

LOCATION 2 - 6402-6410 7TH AVE., BROOKLYN, NY - \$90,000

Page 11 of 46

SB 88 02 (Ed. 01 88)



SELECT BUSINESS POLICY GENERAL ENDORSEMENT

MORTGAGEE'S

ATLANTIC BANK OF NEW YORK 82 - 75 STEINWAY ST., STE. 207C ASTORIA, NY 11103

INDEPENDENCE COMMUNITY BANK ITS SUCCESSORS &/OR ASSIGNS 195 MONTAGUE STREET - 14TH STREET BROOKLYN, NY 11201

Case 1:07-cv-06915-DLC Administrative Offices 580 Walnut Street GREATAMERICAN. Cincinnati, Ohio 45202 Tel: 1-513-369-5000

Document 278-6

Filed 08/08/2008

Page 12 of 46

CM 76 00 (Ed. 09 00)

Policy No. MAC 1-32-13-86 - 02

BUSINESSPRO INLAND MARINE COVERAGE PART **DECLARATIONS PAGE**

NAMED INSURED: TRATAROS CONSTRUCTION, INC.

POLICY PERIOD:

(SEE | L8802)

04/01/02 to 04/01/03

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

DESCRIPTION OF BUSINESS:

CONTRACTOR

INSURANCE GROUP

PREMIUM:

Premium for this Coverage Part: \$19,621

Premium shown is payable: \$1L7001

at inception;

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule CM 88 01 (11/85).

CM 76 44 (Ed. 12 91)

GREATAMERICAN Administrative Offices 580 Walnut Street Cincinnati, Ohio 45202 Tel: 1-513-369-5000 INSURANCE GROUP

CM 76 44 (Ed. 12/91) PRO

Policy No. MAC 1-32-13-86 - 02

MAR 04/02/02

CONTRACTOR'S EQUIPMENT DECLARATIONS

			SCHEDULED	FORM			
NAMED	INSURED	TRATAROS CONS	TRUCTION, INC	,	POLIC 04/01/02	Y PERIOD: to 04/01/	03
PREMI	UM FOR T	HIS COVERAGE FOR	м		\$ (6,661	-
LIMIT	S OF INS	URANCE					
The m	ost we w	vill pay is:					
\$ 342 oppos	•	in any one "l item described				Insurance	shown
		scн	EDULE OF COVE	RED PROPERT	Υ		
Item No.	Model Year	Manufacturer, & Type Equip.	Model No.	Serial No	. Limit of	Insurance	R.C.
	PER CM	8802					

DEDUC	TIBLE						
Th	e deduct	ible amount is i	ndicated by (·X):			
() d ama	% of the amount ged but not less		on the insu	red item(s)	lost or	
()	X) \$ 1	,000 .		() Se	e endorseme	nt attache	d
OPT I O) Valu) Loss) Comb) Empl	RAGES applying to ation Changes of Income ination Endorsem oyees' Tools itory Extension	. () Borrowe) Conting X) Leased	coverage: ed Equipment gent Leased or Rented E Expense	and Rented	ı .
FORMS	AND END	ORSEMENTS:	SEE CM 8	8 01			

(Page 1 of 1)

CM 78 07 (Ed. 11 00)

GREATAMERICAN Administrative Offices 580 Walnut Street Cincinnati, Ohio 45202 Tel: 1-513-369-5000 INSURANCE GROUP

> Policy No. MAC 1-32-13-86 - 02

INSTALLATION FLOATER DECLARATIONS

NAMED INSURED:	TRATAROS CONSTRUCTION, (SEE L8802)	INC.	POLICY PERIOD 04/01/02 to 04/01/03		
PREMIUM FOR THIS	COVERAGE FORM:	\$12,960			
MINIMUM PREMIUM		Address Addres	\$12,960		

SECTION A:

LIMITS OF INSURANCE:

Coverage is provided only if a Limit of Insurance is shown. The most we will pay for "loss" is:

\$250,000 at any one installation site \$100,000 at any one "temporary" location \$100,000 while in transit \$ 250,000 in any one "loss"

COVERAGE EXTENSIONS:

\$5,000 pollutant clean up and removal

Debris Removal:

25% of direct physical "loss" amount \$100,000 additional limit if direct physical "loss" and debris removal expense exceed Limit of Insurance

SECTION B:

ADDITIONAL COVERAGES:

The following coverages are provided in addition to the above Limits of Insurance.

\$ 100,000	for temporary structures
\$ 1,000	for loss data preparation
\$ 100,000	for forms, scaffolding, falsework and temporary fences
\$	for removal expense
\$ 5,000	for fire department service charges

SECTION C:

OPTIONAL COVERAGES:

Coverage is provided only if a Limit of Insurance is shown. If a Limit of Insurance is shown, coverage is provided in addition to the Limits of Insurance provided in Section A., except for Equipment Breakdown where coverage is included in the Section A. Limit of Insurance.

\$NOT COVERED Equipment Breakdown \$ NOT COVERED Contingent Coverage

> Flood, except locations located in the () 100 year flood plain,

SECTION E:

Flood:

SECTION F:

REPORTING BASIS:

(X)Non Reporting) Adjustable Premium (see endorsement attached) "Completed Value" Monthly Reporting (see endorsement attached)

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made a part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule CM 88 01 (11/85).

BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

				Date Added* or	
	Form and	Edition	ST	Date Deleted	Form Description
1.	CM7600	09/00	NY		INLAND MARINE COVERAGE PART DEC
2.	CM0001	09/00	NY		COMMERCIAL INLAND MARINE CONDITIONS
3.	CM7644	12/91	NY		CONTRACTOR'S EQUIP DEC (SCHED FORM)
4.	CM7645	12/91	ŇY		CONTRACTOR EQUIP-SCHEDULED COV FORM
5 .	CM7656	09/88	NY		CONTRACTORS EQUIP LEASED/RENTED COV
6	CM7807	11/00	NY		INSTALLATION FLOATER DECLARATIONS
7.	CM7808	11/00	NY		INSTALLATION FLOATER COVERAGE FORM
8.	CM7869	06/92	NY		LOSS PAYABLE PROVISIONS
9.	CM7870	06/92	NY		LOSS PAYABLE PROVISIONS
10.	CM8802	11/85	NY		GENERAL ENDORSEMENT
11.	CM7879	04/93	NY		ADDITIONAL INSURED
12.	CM7651	09/88	NY		COMBINATION ENDORSEMENT
13.					
14.					
15.					
16.					
17.					
18.	•				
19.					

*If not at inception

20.

21.

22.



Administrative Offices 580 Walnut Street

CM 76 45 (Ed. 12 91)

CONTRACTOR'S EQUIPMENT

SCHEDULED COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to paragraphs headed **DEFINITIONS**.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

- Covered Property, as used in this Coverage Form means:
 - a. your contractor's equipment and tools;
 - **b.** similar property of others in your care, custody or control;

described in the Declarations.

2. Property Not Covered

Covered Property does not mean:

- a. property while loaned, leased or rented to others, unless you provide the operator;
- b. blue prints, mechanical drawings, plans or specifications;
- c. tires and tubes, unless "loss" is coincidental with other covered "loss;"
- d. aircraft, watercraft, motor vehicles designed for transporting passengers or freight over the highway;
- e. equipment or tools while waterborne, unless Covered Property is on regular ferries or railroad carfloats;
- f. property while underground or underwater;
- g. contraband, or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical "Loss" to the Covered Property except those causes of "loss" listed in the Exclusions.

Case 1:07-cv-06915-DLC Docums 1:278-6 Filed 08/08/2008 Page 18 of 46

4. Coverage Extension

a. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:
 - (a) The date of direct physical loss or damage; or
 - (b) The end of the policy period.
- (2) The most we will pay under this coverage is the lesser of:
 - (a) 25% of the applicable Limit of Insurance for direct physical loss to Covered Property; or
 - **(b)** \$25,000.

The limit of Debris Removal is separate from the Limit of Insurance stated elsewhere in the policy.

The Coinsurance provision, if any, in this policy does not apply to this additional coverage.

- (3) The additional coverage does not apply to cost to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.

b. Additionally Acquired Property

We will insure additional equipment items similar to those scheduled, which you buy or lease "long term," but not beyond:

- (1) 30 days; or
- (2) the end of the policy period

whichever occurs first.

The most we will pay in a "loss" under this Coverage Extension is the lesser of:

- (1) 25% of the policy loss limits; or
- **(2)** \$150,000

You must report these items to us within thirty (30) days after you obtain them. Premium will be charged from the date of acquisition. If you fail to report new items within the thirty (30) day period coverage will end automatically at the earlier of:

(1) 30 days after the date you acquire the property; or

(2) the end of the policy period.

The Coinsurance Additional Condition does not apply to this Coverage Extension.

This extension of coverage applies only to equipment which you buy or lease on a "long term" basis.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) any weapon employing atomic fission or fusion, or
- (2) nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) war, including undeclared or civil war;
- (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for a "loss" caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - **b.** Dishonest acts by:
 - (1) You, your employees or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees or authorized representatives;
 - (3) Anyone else (other than a "carrier" for hire) to whom you entrust the property.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

- c. Unexplained disappearance or shortage found upon taking inventory.
- d. Artificially generated current creating a short circuit or other electric disturbance within Covered Property.

But, we will pay for "loss" caused by resulting fire or explosion.

e. Processing or any work upon property covered.

But, we will pay for "loss" caused by resulting fire or explosion.

- f. The weight of the load exceeding the lifting capacity of any equipment. Such lifting capacity shall be stated in the manufacturer's operating specifications for the operating conditions existing at the time of "loss."
- 3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
 - a. Gradual deterioration, hidden or latent defects, any quality in the property that causes it to damage or destroy itself, wear and tear, depreciation, corrosion, rust, dampness, cold or heat.
 - b. Mechanical breakdown or failure of Covered Property.

C. DEDUCTIBLE

We will pay the amount of the adjusted "loss" in any one occurrence in excess of the Deductible amount shown in the Declarations, up to the applicable Limit of Insurance.

D. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. Coverage Territory

We cover property within:

- a. the states of the United States (excluding Alaska);
- b. Canada.

2. Coinsurance

You must carry sufficient insurance in order to avoid a penalty at the time of "loss." We will pay only the proportion of any "loss" that the applicable Limits of Insurance in the Schedule bears to 80% of the actual cash value of the item(s) involved at the time of "loss." Our payments won't exceed the Limit of Insurance shown in the Schedule for the item.

3. Impairment of Rights of Recovery

If you agree before or after a "loss" to waive your rights of recovery against any person or organization responsible for the "loss," we shall not cover your "loss." Nor shall we cover a "loss" when you settle or compromise with others without our consent.

Case 1:07-cv-06915-DLC Docoumsents278-6 Filed 08/08/2008 Page 21 of 46

E. DEFINITIONS

"Loss" means accidental loss or damage.

"Carrier" means a person or organization who provides motor, rail or air transportation for compensation.

"Long term" means twelve (12) consecutive months or more.

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Administrative Offices 580 Walnut Street Cincinnati, Ohio 45202

CM 78 08 (Ed. 11 00)

INSTALLATION FLOATER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F -Definitions.

A. COVERAGE

We will pay for "Loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means:

all machinery, equipment, fixtures, electrical apparatus, materials and supplies intended for installation by you or your subcontractor at the location(s) shown on the Declarations.

This may be your property or the property of others for which you are legally liable.

2. Property Not Covered

Covered Property does not mean:

- a. land, including land on which the property is located, grading or fill;
- b. water:
- c. lawns, plants, including trees, shrubs, and growing crops;
- d. buildings or structures that exist prior to installation of Covered Property;
- e. bridges, tunnels, piers, wharves and dams all whether or not in the course of construction, recontruction, renovation or repair;

- f. contractor's equipment, aircraft, motor vehicles, watercraft, machinery, tools or similar property which will not become a permanent part of the installation described in the Declarations:
- g. property while waterborne, except while on ferries or carfloats;
- h. plans, designs, blueprints, specifications, mechanical drawings, or similar property;
- i. accounts, bills, currency, deeds, evidences of debt, money, notes or securities:
- j. property stored at your (owned or leased) premises, including a warehouse or storage yard you own or lease unless specifically endorsed herein;
- k. contraband, or property in the course of illegal transporation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical "loss" to Covered Property except those causes of "loss" listed in the Exclusions.

4. Coverage Extensions

The coinsurance provision if applicable, and deductible provisions in your policy do not apply to the following Coverage Extensions.

The Limits of Insurance for the Coverage Extensions are separate from the Limit of Insurance stated elsewhere in the policy.

a. Debris Removal

We will pay your actual and necessary expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss.

The most we will pay for "loss" under this Coverage Extension is 25% of:

- (1) the amount we pay for the direct physical loss of or damage to Covered Property; plus
- (2) the deductible in this Coverage Form applicable to that loss or damage.

If the sum of debris removal expense, deductible amount and our payment for direct physical "loss" exceeds the applicable Limit of Insurance we will pay up to the limit shown in Section A. of the Declarations for additional debris removal expense.

This Coverage Extension doesn't apply to the cost to:

- extract "pollutants" from land or water; or
- (2) remove, restore or replace polluted land or water.

b. Pollutant Clean Up and Removal

We will pay your necessary expense to extract "pollutants" from land or water at a jobsite if the release discharge or dispersal of the "pollutants" results from a Covered Cause of Loss to Covered Property that occurs during the policy period. Your expenses will be paid only if they are reported to us within 180 days of the earlier of:

- (1) the date of the "loss"; or
- (2) the end of the policy period.

The most we will pay under this Coverage Extension is the limit shown in Section A. of the Declarations for the

sum of all such expenses for each separate policy period up to 12 months.

The limit of Pollutant Clean Up and Removal is separate from the Limits of Insurance stated elsewhere in the policy.

5. Additional Coverages

Additional Coverages, as described below, apply per location and are in addition to the Limit of Insurance located on Section A. of the Declarations Page.

a. We will pay up to the Limit of Insurance shown in Section B. of the Declarations for "loss" from a Covered Cause to Temporary Structures while located at a construction jobsite described in the Declarations. This insurance applies as excess of any other insurance that would apply for your benefit.

This property will be valued at the lesser of:

- (1) its actual cash value, or
- (2) the amount for which you are legally liable, if the property is not owned by you.
- b. We will pay up to the Limit of Insurance shown in Section B. of the Declarations for "loss" from a Covered Cause to Scaffolding, Construction Forms, Falsework, and Temporary Fences while they are located at a construction jobsite described in the Declarations. This insurance applies as excess of any other insurance that would apply for your benefit.

This property will be valued at the lesser of:

- (1) its actual cash value; or
- (2) the amount for which you are legally liable, if the property is not owned by you.
- c. We will pay up to the Limit of Insurance shown in Section B. of the Declarations for your actual, necessary Expense to Remove Covered Property

Case 1:07-cv-06915-DLC Downhalin 1:278-6

from a location covered by this insurance, if removal is necessary to avoid imminent "loss" from a Covered Cause. We will insure such Covered Property at the location to which it has been removed for safekeeping, for a period up to 30 days. Also, we will insure such Covered Property while in transit via truck or rail between the original covered locations and the safekeeping location.

- d. We will pay up to the Limit of Insurance shown in Section B. of the Declarations for your liability for Fire Department Service Charges when the fire department is called to save or protect Covered Property from a Covered Cause of Loss. This coverage is provided when your liability is:
 - assumed by contract or agreement prior to "loss"; or
 - (2) required by local ordinance.

e. Loss Data Preparation Costs

We will pay up to the limit shown in Section B. of the Declarations for reasonable costs you incur in preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

This Additional Coverage does not apply to public adjuster fees even if the fees are for the tasks described above.

The coinsurance provision of your policy does not apply to these Additional Coverages.

6. Where Coverage Applies

Coverage applies while Covered Property is:

- a. at the installation jobsite premises described on the Declarations:
- b. at a "temporary" storage location; or
- c. in transit.

Filed 08/08/2008 Page 24 of 46

but only while within the states of the United States excluding transit to and from Alaska; to and from Hawaii.

7. When Coverage Begins and Ends

We cover from the time the Covered Property is at your risk starting on or after the date this policy begins.

This coverage will end when any of the following occurs:

- a. the property is accepted by the owner or purchaser;
- b. your interest in the Covered Property ceases; or you abandon the installation;
- c. 30 days after the installation is "substantially completed" (if no work on the installation has taken place during that period);
- d. when the property is put to its intended use, without our written consent;
- e. any other insurance covers the Covered Property as part of a completed building or structure;
- f. this Coverage Form is cancelled; or
- g. the end of the policy period.

B. EXCLUSIONS

We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or authority using military personnel or other agents; or
- (3) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

- (1) Any earth movement such as earthquake, landslide, mine subsidence or earth sinking, rising, shifting, expanding or contracting. But if loss or damage by fire, theft, or explosion results, we will pay for that resulting "loss."
- (2) Volcanic eruption, explosion or effusion. But if "loss" by fire or volcanic action results, we will pay for that resulting "loss."

Volcanic action means direct "loss" resulting from the eruption of a volcano when the "loss" is caused by:

- (a) airborne volcanic blast or airborne shock waves:
- (b) ash, dust or particulate matter; or
- (c) lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical "loss" to the described property.

e. Water

- Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) mudslide or mudflow;
- (3) water that backs up from a sewer or drain; or
- (4) water under the ground surface pressing on, or flowing or seeping through:
 - (a) foundations, walls, floors or paved surfaces;
 - (b) basements, whether paved or not; or
 - (c) doors, windows or other openings.
- (5) Water Damage as a result of freezing, unless:
 - (i) you have shut off the water supply and drained the plumbing systems; or
 - (ii) made a reasonable effort to maintain heat in as enclosed building.

But if "loss" by fire, explosion, theft or sprinkler leakage results, we will pay for that resulting "loss."

f. Building Ordinance

The enforcement of any ordinance or law:

(1) regulating the construction, use or repair of any property; or

Case 1:07-cv-06915-DLC Document 5278-6

- (2) requiring the tearing down of any property, including the cost of removing its debris.
- 2. We will not pay for a "loss" caused by or resulting from any of the following:
 - Delay, loss of use, loss of market or any other consequential loss.
 - **b.** Penalties for noncompletion or noncompliance with contract conditions or penalties of any nature.
 - c. Any "loss" covered under any guarantee, warranty or other expressed or implied obligation of any contractor, manufacturer or supplier. This exclusion applies whether or not such contractor, manufacturer or supplier is a Named Insured.
 - d. Dishonest acts by:
 - you, your partners, officers or trustees, employees or their authorized representatives;
 - (2) anyone else with an interest in the property, or their employees or authorized representatives;
 - (3) anyone else (other than a carrier for hire) to whom you entrust the property.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

- e. Unexplained loss, mysterious disappearance or shortage found upon takning inventory. This exclusion does not apply to property in the custody of a carrier for hire.
- f. Rain, sleet, snow, hail, ice or dust to property in the open. This exclusion does not apply to property in the custody of a carrier for hire.
- g. Artificially generated electric current that creates a short circuit or other electric disturbance within electrical devices, appliances or wires. But we

Filed 08/08/2008 Page 26 of 46

will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage form.

- h. (1) "Loss" to boilers, steam pipes, turbines or engines caused by any condition or event within such objects.
 - (2) Mechanical breakdown of machinery or bursting caused by centrifical force.

But if as a result of (1) or (2) above there is "loss" to other Covered Property we will pay for that resulting "loss."

- 3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
 - Acts or decision, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, repair, construction, renovation or remodeling, grading, compaction;
 - (3) materials used in repair, construction, renovation or remodeling; or
 - (4) maintenance.
 - d. Gradual deterioration, hidden or latent defects, any quality in the property that causes it to damage or destroy itself, wear and tear, depreciation, corrosion, rust, mold, rot, dampness or dryness, cold or heat, insects, vermin or rodents.
 - e. Settling, cracking, shrinking, bulging or expansion.

C. LIMITS OF INSURANCE

The most we will pay for "loss" due to Covered Causes of Loss is the applicable Limit of Insurance shown in the Declarations. The Limits of Insurance applicable to Additional Coverages and Optional Coverages are in addition to the Limits of Insurance, unless stated otherwise.

D. DEDUCTIBLE

We will pay the amount of the adjusted "loss" in any one occurrence in excess of the Deductible amount shown in the Declarations, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions.

1. Valuation

General Condition E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

In the event of "loss" or damage covered by this policy, we will determine the value of Covered Property at replacement cost (without deduction for depreciation), including our insured contractor's reasonable overhead and profit.

We will not pay more for "loss" or damage on a replacement cost basis than the least of:

- a. the cost to replace the lost or damaged ed property with other property:
 - of comparable material and quality; and
 - (2) used for the same purpose; or
- the amount you actually spend that is necessary to repair or replace the lost or damaged property;
- c. the applicable Limit of Insurance.

The term "Replacement Cost" does not include:

- a. penalties for, or expenses incurred as a result of, delay in completion or incompletion of contract terms or conditions or noncompliance with contract terms or conditions or from any guarantee of performance or production;
- b. interest on money loaned or advanced.

F. OPTIONAL COVERAGES

Coverage under this section is provided only if a Limit of Insurance for the coverage selected appears in Section C. of the Declarations. The coverage limits selected apply per location, and are in addition to the Limit of Insurance, except for Equipment Breakdown where coverage is included in the Section A. Limit of Insurance. If there is no separate deductible indicated, the policy deductible will apply to these optional coverages.

1. Equipment Breakdown

- a. We will pay for "loss" caused by or resulting from an "accident" to "covered equipment." As used in this Optional Coverage, an "accident" means direct physical loss as follows:
 - mechanical breakdown of machinery or bursting caused by centrifugal force;
 - (2) artificially generated electric current, that creates a short circuit or other electric disturbance within electrical devices, appliances or wires;
 - (3) loss to boilers, steam pipes, engines or turbines caused by any condition or event within such objects.

If an initial "accident" causes other "accidents," all will be considered one "accident." All "accidents" that are the result of the same event will be considered one "accident."

b. The following coverages also apply to loss caused by or resulting from an "accident" to "covered equipment." These coverages do not provide additional amounts of insurance.

(1) Expediting Expenses

With respect to your damaged Covered Property, we will pay, up to \$25,000, the reasonable extra cost to:

- (a) make temporary repairs; and
- (b) expedite permanent repairs or permanent replacement.

(2) Hazardous Substances

We will pay for the additional costs to repair or replace Covered Property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property.

Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency. Additional costs mean those beyond what would have been required had no hazardous substance been involved.

The most we will pay for "loss" under this coverage, including loss under any time element, business income or soft costs coverage, is \$5,000.

(3) CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- (a) repair the damaged property and replace any lost CFC refrigerant;
- (b) repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or

(c) replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

The most we will pay for "loss" under this coverage, including loss under any time element, business income or soft costs coverage, is \$25,000.

c. Exclusions

- (1) Paragraph g. and h. of 2. EXCLU-SIONS do not apply to this Optional Coverage.
- (2) None of the following is "covered equipment":
 - (a) structure, foundation, cabinat, compartment or air supported structure or building;
 - (b) insulating or refractory material;
 - (c) sewer piping, underground vessels or piping, piping forming a part of a sprinkler system or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (d) vehicle, dragline, excavation equipment, construction equipment; or
 - (e) "production machinery."
- (3) In addition to Section B. Exclusions, we will not pay for "loss" caused by or resulting from:
 - (a) an "accident" to any equipment being tested unless all specified protective material and instrumentation is installed and activated;
 - (b) the explosion of gases or fuel within the furnace of any fired vessel or within the

Filed 08/08/2008 Page 29 of 46

flues or passages through which the gases of combustion pass.

d. Additional Condition

Suspension

When any "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

e. Additional Definitions

- (1) "Covered Equipment" means Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.
- (2) "Production Machinery" means any machine or apparatus, including any cylinder containing a movable plunger or piston, that processes or produces a product intended for eventual sale.

2. Contingent Coverage

Subject to the Limit of Insurance shown in Section C. of the Declarations we will pay your "loss" to Covered Property, resulting from a Covered Cause of Loss, for jobs you report to us for which builders risk or installation insurance coverage is the responsibility of others to provide, and where:

 a. a portion of your "loss" is not recoverable under such other builders risk or installation insurance because the deductible on such other insurance is at least \$24,000 larger than the deductible applicable under this policy, or

- a portion of your "loss" is not recoverable under such other builders risk or installation insurance because the limits of such other insurance are not adequate, or
- c. the contract for the job specifies your interest was to have been protected under such other builders risk or installation insurance, and your have submitted your claim in the proper form and time frame to such other insurer if any, and through no fault of yours your "loss" is not recoverable from such other builders risk or installation insurance that would otherwise have paid your "loss," or
- d. your "loss" is due to a Covered Cause of Loss under this policy that is not covered by such other builders risk or installation insurance coverage.

This Contingent Coverage applies in excess of any "loss" amount you can recover under such builders risk or installation insurance that is the responsibility of others to provide. Coverage under F.2.c. and F.2.d. require a letter of coverage denial from such other insurance carrier.

3. Flood Coverage

a. Coverage

Coverage added by this Optional Coverage applies only to locations which are not within the 100 year flood plain as determined by the Federal Emergency Management Agency and identified in Section C. of the Declarations.

- (1) Covered Causes of Loss include:
 - (i) Flood meaning a general and temporary condition of partial or complete inundation of normally dry land area from inland or tidal waters.
 - (ii) Tsunami meaning a large wave caused by earthquake or volcanic eruption.

Case 1:07-cv-06915-DLC D99174545278-6

(iii) Release of water impounded by a dam.

(2) Limit of Insurance

The most we will pay for damage from a Covered Cause of Loss in any one "loss" is the Limit of Insurance or sublimit shown in Section C. of the Declarations.

(3) Deductible

As respects your claim for "loss" to Covered Property caused by Covered Cause of Loss listed in subparagraph (1) above, we will pay the amount of the adjusted "loss" in excess of the applicable deductible up to the applicable Limit of Insurance.

4. Earthquake Coverage

a. Coverage

Coverage added by this Optional Coverage includes:

- (1) Earthquake; and
- (2) Volcanic Eruption, meaning the eruption, explosion, or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168 hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168 hour period.

b. Limit of Insurance

The limit of insurance is shown in section in Section C. of the Declarations Page and is the most we will pay for loss caused by an Earthquake or Volcanic Eruption.

c. Deductible

(1) As respects your claim for "loss" to Covered Property caused by Earthquake or Volcanic Eruption, we will pay the amount of the adjusted "loss" in excess of the applicable deductible up to the applicable Limit of Insurance.

Filed 08/08/2008 Page 30 of 46

(2) Time Element Waiting Period – if your policy covers time element losses (such as loss of income, rental value or extra expense), we will pay for only the portion of the covered loss which exceeds the applicable waiting period.

d. Exclusions

- (1) In addition to Section B. Exclusions, we will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - (a) Fire, explosion (other than volcanic explosion), tidal wave, tsunami, flood, surface water, water which backs up through sewers or drains, water below the surface of the ground (including that which flows, leaks or seeps on or into Covered Property), mudslide or mudflow, release of water impounded by a dam, even if attributable to an Earthquake or Volcanic Eruption.
 - (b) Any Earthquake or Volcanic Eruption that begins before the inception of this insurance.
 - (c) Earth movement other than Earthquake, such as landslide or earth sinking, rising or shifting. But if loss or damage by another Covered Cause of Loss results, we will pay for that resulting loss.
 - (d) The cost to remove volcanic ash, dust or particulate matter that does not cause direct physical loss to Covered Property.
 - (e) The failure of power or other utility service supplied to a covered location, however

Case 1:07-cv-06915-DLC Do@hah4578-6

caused, if the failure occurs away from the covered locations.

G. DEFINITIONS

"Loss" means accidental loss or damage.

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Filed 08/08/2008 Page 31 of 46

"Substantially Completed" means construction project structure(s) is usable for its intended purpose.

"Temporary" means a period of 90 consecutive days or less.



CM 76 51 (Ed. 09 88)

CONTRACTOR'S EQUIPMENT

COMBINATION ENDORSEMENT

Арр	lic	able only when	X " is in the parenthesi	s below:
(}	WATERBORNE CO	VERAGE	Premium \$
	,			to Covered Property while "loss" caused by or resulting
		Limit of Insu	rance	
		The most we w	ill pay is:	
		\$	on any one item of equipmen	nt.
		\$	in any one loss.	
		() Coveraç	ge is restricted to the foll	owing items:
		() Coveraç	ge is provided for all Cover	ed Property.
()	UNDERGROUND CO	OVERAGE	Premium \$
		Your policy is underground.	s extended to include "loss'	to Covered Property while
		Limit of Insu	rance	
		The most we w	ill pay is:	
		\$	on any one item of equipmen	nt.
		\$	in any one loss.	
		Deductible		
		\$	deductible amount that appunderground (if different to Form CM)	
		() Coveraç	ge is restricted to the foll	owing items:
		() Coverag	ge is provided for all Cover	ed Property.
		We won't pay y		ris of Covered Property that
×)	LIFT EXCEEDING	G CAPACITY COVERAGE	Premium \$ INCLUDED

Other Terms Remain The Same

Your policy is extended to include "loss" to Covered Property when the weight of the load exceeds the lifting capacity of such equipment,

CM 76 51 (Ed. 09/88) PRO

by deleting exclusion 2.f.

(Page 1 of 1)

Administrative Offices

CM 76 56 (Ed. 09 88)

CONTRACTOR'S EQUIPMENT

EQUIPMENT LEASED OR RENTED FROM OTHERS COVERAGE ENDORSEMENT

Your policy is extended to cover contractor's equipment and tools, which you lease or rent from others, for a period of less than 12 consecutive months, while such property is in your care, custody or control.

LIMITS OF INSURANCE

The most we will pay is:

\$ 500,000 on any one item of equipment

on all such items \$ 500,000

DEDUCTIBLE

\$ 1,000 deductible amount (if different from deductible shown on Form CM

RATES AND PREMIUM

Α. Non-reporting Premium \$ N/A

В. Reporting

> Cranes 3.75

Deposit Premium \$ 325

Rate per \$100 of Expenses Incurred

All Others 3.00

Minimum Annual Premium \$ 325

If a reporting provision is indicated in the Declarations, the following conditions apply:

- within 30 days after the end of the policy period, you will report to us the full amount of expenses incurred for leasing or renting contractor's equipment and tools during the policy period.
- b. we will compute the premium using the reporting rate shown.
- we will compare the total computed premium to the Deposit Premium. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.
- d. If this coverage is cancelled, you will report the full amount of expenses incurred for leasing or renting contractor's equipment and tools up to and including the date of cancellation.
- You must pay at least the Minimum Premium shown in the Declarations.

This limit applies separately from the Limits of Insurance stated in the policy Declarations.

> Other Terms Remain The Same (Page 1 of 1)

CM 76 56 (Ed. 09/88) PRO

MAR 04/02/02

CM 78 69 (Ed. 06 92)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

ALL ISLAND EQUIPMENT CORP.

ADDRESS

39 JERSEY ST.

WEST BABYLON, NY 11704

Applies to any covered item in which the above Loss Payee has an interest.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- adjust losses with you; and
- pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 69 (Ed. 06 92)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

GE CAPITAL MODULAR SPACE

ADDRESS

1627 ROUTE 9

CLIFTON PARK, NY 12065

Applies to any covered item in which the above Loss Payee has an interest.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- 1. adjust losses with you; and
- pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 69 (Ed. 06/92) PRO

(Page 1 of 1)

CM 78 69 (Ed. 06 92)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

POWERSCREEN NY, INC.

ADDRESS

36 RICE COURT

MEDFORD, NY 11763

Applies to any covered item in which the above Loss Payee has an interest.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- 1. adjust losses with you; and
- pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 69

(Ed. 06 92)

GREATAMERICAN. 580 Walnut Street Cincinnati, Ohio 45202 Tel: 1-513-369-5000 INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

KNIGHT WATERPROOFING COMPANY, INC.

ADDRESS

P.O. BOX 9443

NEW HAVEN, CT 06534

Applies to any covered item in which the above Loss Payee has an interest.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- 1. adjust losses with you; and
- 2. pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 69 (Ed. 06 92)



Administrative Offices

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

AMOUIP CORPORATION

ADDRESS

777 WINKS LANE

BENSALEM, PA 19020

Applies to any covered item in which the above Loss Payee has an interest.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- adjust losses with you; and
- pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 69 (Ed. 06/92) PRO

(Page 1 of 1)

Filed 08/08/2008

Page 39 of 46

CM 78 69 (Ed. 06 92)

OUL FOR OHIGHNAL

GREATAMERICAN. Cincinnati, Ohio 45202 Tel: 1-513-369-5000 INSURANCE GROUP

Administrative Offices 580 Walnut Street

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

BOBCAT OF NEW YORK

ADDRESS

58-84A MAURICE AVE. MASPETH, NY 11378

Applies to any covered item in which the above Loss Payee has an interest.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- 1. adjust losses with you; and
- pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 69 (Ed. 06 92)

Administrative Offices 580 Walnut Street Cincinnati, Ohio 45202 Tel: 1-513-369-5000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

UNITED RENTALS (NORTH AMERICA), INC.

AND ITS SUBSIDIARIES

ADDRESS

185 THORPE ST.

FAIRFIELD, CT 06611

Applies to any covered item in which the above Loss Payee has an interest.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- 1. adjust losses with you; and
- 2. pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 70 (Ed. 06 92)



Administrative Offices 580 Walnut Street

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

NAME

PRIDE EQUIPMENT CORP.

ADDRESS

150 NASSAU AVENUE ISLIP, NY 11751

Applies to the following listed items only:

Item No.

Description

RENTAL OF LULL TELESCOPING BOOM MODEL 844C42 S/N 99W21P221900.

LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown above have an insurable interest, we will:

- 1. adjust losses with you; and
- 2. pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

OTHER TERMS REMAIN THE SAME

CM 78 70 (Ed. 06/92) PRO

(Page 1 of 1)

CM 78 79 (Ed. 04 93)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This applies to your coverage for:

INSURED NAME AND ADDRESS AMQUIP CORPORATION 7777 WINKS LANE BENSALEM, PA 19020

Applies to any Covered Property in which the above Additional Insured has an interest.

ADDITIONAL INSURED

For Covered Property in which both you and an Additional Insured shown above have an insurable interest, we will:

- adjust losses with you; and
- 2. pay any claim for loss or damage jointly to you and the Additional Insured, as interest may appear.

Other Terms Remain The Same

CM 88 02 (Ed. 11 85)



BUSINESSPRO GENERAL ENDORSEMENT

SCHEDULE OF EQUIPMENT

1.	WILLIAMS MOBILE 44 X 10 OFFICE TRAILER S/N P2517	\$6,950
2.	CASE 580 BACKHOE LOADER S/N 907644	\$15,000
3.	COASTAL OFFICE TRAILER MODEL WMS 264 S/N 41505	
4.	CLARK C-500 FORKLIFT S/N C500070-179-2294	\$7,600
5 .	MARKLINE 8 X 20 OFFICE TRAILER MODEL 820, S/N 412737	\$1,711
6.	GELCO SPACE OFFICE TRAILER S/N 31290	\$4,000
7.	CHAMPION MATERIAL HOIST MMT50-6 W/12' CAR & TOWER,	
	S/N 883500	\$12,000
8.	COASTAL OFFICE TRAILER 8 X 24 S/N 7127	\$4,500
9.	WILLIAMS MOBILE TRAILER S/N CSS 07010	\$4,200
10.	CASE 586E FORKLIFT S/N 17020383	\$10,000
11.	743 MELROE BOBCAT LOADER S/N 35360 W/60" CONSTRUCTION	
	INDUSTRIAL BUCKET W/909 MELROE BACKHOE S/N 1340	
	W/GRENCHING BUCKET 1988	\$20,243
12.	BOBCAT 763C LOADER	\$25,000
13.	60 X 12 MOBILE OFFICE S/N 08811-465	\$18,000
14.	44 X 10 MOBILE OFFICE S/N WP-00166	\$11,790
15.	32 X 8 STOR-A-VAN S/N WP-00150	\$6,500
16.	LULL 844C-42 FORKLIFT S/N SEP96W16P22516	\$55,000
17.	MISCELLANEOUS TOOLS & EQUIPMENT, EXCLUDING ANY ITEM	
	WITH A VALUE OF MORE THAN \$2,500	\$125,000

COLL OF OUTGINAL Page 44 of 46

GREATAMERICAN.

Administrative Offices 580 Walnut Street Cincinnati, Ohio 45202 Tel: 1-513-369-5000 INSURANCE GROUP

CM 88 02 (Ed. 11 85)

BUSINESSPRO GENERAL ENDORSEMENT

INSTALLATION SITE LIMIT, TEMPORARY LOCATION LIMIT, AND ANY ONE LOSS LIMIT ARE INCREASED TO \$1,000,000 FOR THE FOLLOWING JOB:

BARUCH COLLEGE SITE B, 5 S. LEXINGTON AVE., NEW YORK, NY.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- 1. pay its chosen appraiser; and
- 2. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

- 1. Notify the police if a law may have been broken.
- 2. Give us prompt notice of the loss or damage. Include a description of the property involved.
- 3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

Filed 08/08/2008

- 5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- 6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- 7. We may examine any Insured under oath, while not in the presence of any other Insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an Insured's books and records. In the event of an examination, an Insured's answers must be signed.
- 8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- 9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

- 1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- 2. We will not pay you more than your financial interest in the Covered Property.
- 3. We may adjust losses with the owners of lost or damaged property if other than you If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- 4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- 5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. we have reached agreement with you on the amount of the loss; or
 - b. an appraisal award has been made.
- 6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

 You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis. 2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair or Set

in case of loss or damage to any part of a pair or set we may:

- a. repair or replace any part to restore the pair or set to its value before the loss or damage; or
- **b.** pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the ex-